

BEFORE THE BOARD OF OSTEOPATHIC EXAMINERS  
IN MEDICINE AND SURGERY IN THE STATE OF ARIZONA

In the matter of  
DONALD WELCH, D.O.

Holder of License No. 0274 for  
the practice of osteopathic  
medicine and surgery in the  
State of Arizona

*Case #1486*

No. 93-001

FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND ORDER AND DECREE  
OF CENSURE

This matter having come on for informal interview before the Board of Osteopathic Examiners in Medicine and Surgery ("Board") on January 23, 1993; and Donald Welch, D.O. having appeared for said informal interview; and the Board having reviewed testimony presented during said informal interview, as well as all evidence received by the Board in its investigation in connection with this matter; and good cause appearing.

The Board hereby makes the following Findings of Fact, Conclusions of Law and Order;

FINDINGS OF FACT

I

Donald Welch, D.O. is the holder of License No. 0274 for the practice of osteopathic medicine and surgery in the State of Arizona.

II

The Board of Osteopathic Examiners in Medicine and Surgery in the State of Arizona is the duly constituted authority for the licensure and regulation of osteopathic physicians in the State of Arizona.

III

On April 4, 1991, Donald Welch, D.O. submitted two health insurance

1 claim forms to Connecticut General Life Insurance Co. for  
2 reimbursement for individual psychotherapy services provided to  
3 patient R.B. Donald Welch, D.O., signed each claim form, attesting  
4 that he had provided the services for which reimbursement was  
5 sought. At that time, Donald Welch, D.O., did not have an  
6 established physician/patient relationship with patient R.B. and had  
7 not provided the services for which reimbursement was sought.

8 IV

9 On April 19, 1991 Donald Welch, D.O., received payment in the amount  
10 of \$500.00 from Connecticut General Life Insurance Co. for providing  
11 individual psychotherapy services to patient R.B.

12 V

13 On April 23, 1992, Donald Welch, D.O., submitted a health insurance  
14 claim form to Met Life Insurance Co. for reimbursement for  
15 individual psychotherapy services provided to patient S.B. Donald  
16 Welch, D.O., signed the claim form, attesting that he had provided  
17 the services for which reimbursement was sought. At that time,  
18 Donald Welch, D.O., did not have an established physician/patient  
19 relationship with patient S.B. and had not provided the services for  
20 which reimbursement was sought.

21 VI

22 On May 13, 1992 Donald Welch, D.O. received payment in the amount of  
23 \$480.00 from Met Life Insurance Co. for providing individual  
24 psychotherapy services to patient S.B.

25 VII

26 On April 23, 1992, Donald Welch, D.O. submitted a health insurance  
27 claim form to Met Life Insurance Co. for reimbursement for  
28 individual psychotherapy services provided to patient A.T. Donald

1 Welch, D.O., signed the claim form, attesting that he had provided  
2 the services for which reimbursement was sought. At that time,  
3 Donald Welch, D.O., did not have an established physician/patient  
4 relationship with patient A.T. and had not provided the services for  
5 which reimbursement was sought.

6 VIII

7 On March 21, 1991, Donald Welch, D.O. submitted a health insurance  
8 claim form to Aetna Life Insurance Co. for reimbursement for  
9 individual psychotherapy services provided to patient J.G. Donald  
10 Welch, D.O., signed the claim form, attesting that he had provided  
11 the services for which reimbursement was sought. At that time,  
12 Donald Welch, D.O., did not have an established physician/patient  
13 relationship with patient J.G. and had not provided the services for  
14 which reimbursement was sought.

15 IX

16 On May 6, 1991 Donald Welch, D.O., received payment in the amount of  
17 \$300.00 from Aetna Life Insurance Co. for providing individual  
18 psychotherapy services to patient J.G.

19 X

20 On June 5, 1991, Donald Welch, D.O. submitted a health insurance  
21 claim form to Connecticut General Life Insurance Co. for  
22 reimbursement for individual psychotherapy services provided to  
23 patient A.H. Donald Welch, D.O., signed the claim form, attesting  
24 that he had provided the services for which reimbursement was  
25 sought. At that time, Donald Welch, D.O., did not have an  
26 established physician/patient relationship with patient A.H. and had  
27 not provided the services for which reimbursement was sought.

XI

From June 1, 1990 through April 23, 1992, Donald Welch, D.O. submitted a total of 11 health insurance claim forms to Aetna Life Insurance Co. for reimbursement of office visits and individual psychotherapy services provided to patient K.K. Donald Welch, D.O., signed each claim form, attesting that he had provided the services for which reimbursement was sought. At that time, Donald Welch, D.O., did not have an established physician/patient relationship with patient K.K. and had not provided the services for which reimbursement was sought.

XII

From May 17, 1990 through May 20, 1992, Donald Welch, D.O. received payments in the amount of \$3,772.00 from Aetna Life Insurance Co. for office visits and individual psychotherapy services provided to patient K.K.

XIII

On April 23, 1992, Donald Welch, D.O. submitted two health insurance claim forms to Inter Care Insurance Co. for reimbursement for individual psychotherapy services provided to patient L.S. Donald Welch, D.O., signed each claim form, attesting that he had provided the services for which reimbursement was sought. At that time, Donald Welch, D.O., did not have an established physician/patient relationship with patient L.S. and had not provided the services for which reimbursement was sought.

XIV

On June 5, 1992 Donald Welch, D.O., received payment in the amount of \$1,715.00 from Inter Care Insurance Co. for providing individual psychotherapy services to patient L.S.

XV

1 On April 23, 1992, Donald Welch, D.O. submitted a health insurance  
2 claim form to Inter Care Insurance Co. for reimbursement for  
3 individual psychotherapy services provided to patient W.S. Donald  
4 Welch, D.O., signed the claim form, attesting that he had provided  
5 the services for which reimbursement was sought. At that time,  
6 Donald Welch, D.O., did not have an established physician/patient  
7 relationship with patient W.S. and had not provided the services for  
8 which reimbursement was sought.  
9

XVI

10 On August 27, 1991, Donald Welch, D.O. submitted three health  
11 insurance claim forms to Metropolitan Life Insurance Co. for  
12 reimbursement for individual psychotherapy services provided to  
13 patient J.W. Donald Welch, D.O., signed each claim form, attesting  
14 that he had provided the services for which reimbursement was  
15 sought. At that time, Donald Welch, D.O., did not have an  
16 established physician/patient relationship with patient J.W. and had  
17 not provided the services for which reimbursement was sought.  
18

XVII

19 On November 21, 1991 and May 11, 1992 Donald Welch, D.O., received  
20 payment in the amount of \$440.00 from Metropolitan Life Insurance  
21 Co. for providing individual psychotherapy services to patient J.W.  
22

XVIII

23 From June 5, 1991 through April 23, 1992, Donald Welch, D.O.  
24 submitted a total of four health insurance claim forms to  
25 Metropolitan Life Insurance Co. for reimbursement for individual  
26 counseling and individual psychotherapy services provided to patient  
27 T.W. Donald Welch, D.O., signed each claim form, attesting that he  
28

1 had provided the services for which reimbursement was sought. At  
2 that time, Donald Welch, D.O., did not have an established  
3 physician/patient relationship with patient T.W. and had not  
4 provided the services for which reimbursement was sought.

5 XIX

6 From June 20, 1991 through May 28, 1992 Donald Welch, D.O., received  
7 payments in the amount of \$1,385.50 from Metropolitan Life Insurance  
8 Co. for individual counseling and individual psychotherapy services  
9 provided to patient T.W.

10 XX

11 From June 1, 1990 through May 28, 1992, the patients identified in  
12 paragraphs III through XIX were provided individual counseling and  
13 individual psychotherapy services by Linda Corbett-Malinak. During  
14 that same time period, Linda Corbett-Malinak was employed by Donald  
15 Welch, D.O., as his office manager. During the period in question  
16 Linda Corbett-Malinak was not licensed or certified by the state of  
17 Arizona as a provider of counseling or psychotherapeutic services.

18 XXI

19 From May 17, 1990 through June 5, 1992 Donald Welch, D.O., received  
20 payments totalling \$8,592.50, all of which was deposited in a  
21 separate bank account which was accessed by Linda Corbett-Malinak.

22 XXII

23 On January 23, 1993, Donald Welch, D.O, during an Informal Interview  
24 before the Arizona Board of Osteopathic Examiners in Medicine and  
25 Surgery asserted that all money received as a result of the  
26 submission of reimbursement claims described in paragraphs III  
27 through XIX was transferred to Linda Corbett-Malinak, and that he  
28 derived no financial benefit from the actions described in

1 paragraphs III through XIX.

2 CONCLUSIONS OF LAW

3 XXIII

4 The conduct described in paragraphs III through XIX herein  
5 constitutes unprofessional conduct as defined in A.R.S. § 32-  
6 1854(14): Charging a fee for services not rendered.

7 XXIV

8 The conduct described in paragraphs III through XIX herein  
9 constitutes unprofessional conduct as defined in A.R.S. § 32-  
10 1854(21): Failing or refusing to maintain adequate records on a  
11 patient.

12 XXV

13 The conduct described in paragraphs IV, VI, IX, XII, XIV, XVII  
14 and XIX herein constitutes unprofessional conduct as defined in  
15 A.R.S. § 32-1854(33): Obtaining a fee by fraud, deceit or  
16 misrepresentation.

17 XXVI

18 The conduct described in paragraphs III through XIX herein  
19 constitutes unprofessional conduct as defined in A.R.S. § 32-  
20 1854(19): Conduct or practice contrary to recognized standards of  
21 ethics of the osteopathic medical profession or conduct or practice  
22 which does or might constitute a danger to the health, welfare or  
23 safety of the patient or the public.

24 ORDER

25 IT IS HEREBY ORDERED that, pursuant to A.R.S. § 32-1855(E)(3),  
26 a Decree of Censure issue against License No. 0274 held by Donald  
27 Welch, D.O.  
28

1 DATED this 19<sup>th</sup> day of February, 1993.

2 ARIZONA BOARD OF OSTEOPATHIC  
3 EXAMINERS IN MEDICINE AND SURGERY

4 By William C. Inboden, Jr., D.O.  
5 President

6 [S E A L]

7 By Robert J. Miller  
8 Executive Director  
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